

**AGREEMENT**  
**between the**  
**NORTH ANDOVER SCHOOL COMMITTEE**  
**and the**  
**NORTH ANDOVER EDUCATIONAL ADMINISTRATIVE**  
**ASSISTANTS' ASSOCIATION**

**JULY 1, 2014-JUNE 30, 2017**

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**AGREEMENT BETWEEN  
NORTH ANDOVER SCHOOL COMMITTEE  
AND  
NORTH ANDOVER EDUCATIONAL ADMINISTRATIVE ASSISTANTS'  
ASSOCIATION**

**ARTICLE ONE  
PREAMBLE**

The general intent and purpose of the Agreement is, in the mutual interest of the Town and the Association, to provide for the operation of our school buildings under methods which will further, to the fullest extent possible, the safety, welfare and health of the school children of the Town of North Andover.

**MUTUALITY**

The North Andover Educational Administrative Assistants' Association recognizes that the members of its Association share with the School Committee the responsibility for providing for students, staff, parents, and other citizens, services of the highest possible quality consistent with the policies of the Committee.

The North Andover Educational Administrative Assistants' Association recognizes its responsibilities to educate and communicate to each member of the Association the responsibility of each member to use her professional competence and experience in the most effective manner possible in order to provide quality education and administrative assistant services in the North Andover Public Schools.

The North Andover School Committee recognizes the Educational Administrative Assistants' Association as an important and integral part of the North Andover Public Schools.

The School Committee and the Association express their joint intention through the terms and conditions of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, and to establish and maintain effective lines of communication between the parties.

Where the context requires, all references in this Agreement to any gender shall refer to both genders and the singular shall include the plural and the plural the singular.

## **ARTICLE TWO** **RECOGNITION**

Agreement between the North Andover School Committee and the Administrative Assistants' Unit of the North Andover Teacher's Association.

### **1. AUTHORITY**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into by the North Andover School Committee, hereinafter referred to as the "Committee" and the North Andover Educational Administrative Assistants' Association, hereinafter referred to as the "Association".

### **2. CERTIFICATION**

Pursuant to the decision of the Massachusetts Labor Relations Commission Case No. MCR-2847, dated February 26, 1979, the Committee hereby recognizes the Association as the sole and exclusive representative of all persons covered by the Agreement with respect to wages, hours of employment and working conditions.

## **ARTICLE THREE** **WORKING HOURS AND CONDITIONS**

### **1. WORK WEEK**

#### **A. FULL TIME**

Seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday, shall constitute the work week when school is in session. When school is not in session, during the summer only, six and one-half (6 ½) hours per day, Monday through Friday, shall constitute the work week, from July 1<sup>st</sup> until the complete week prior to the opening of school.

#### **B. PART TIME**

An employee scheduled less than thirty-five (35) hours per work week, Monday through Friday when school is in session will be deemed part time. When school is not in session, during the summer only, Monday through Friday from July 1<sup>st</sup> until the complete work week prior to the opening of school, then any employee scheduled less than thirty-two and one half (32½) hours per week shall be deemed part-time. This designation has no impact on benefit eligibility.

## **2. WORK YEAR**

Generally, the work year for school year administrative assistants shall be forty-two (44) continuous weeks. If the Administration request that the school year administrative assistant work beyond forty-two (44) weeks, it will be done and not be subject to grievance. All other administrative assistants will work fifty-two (52) weeks.

## **3. OVERTIME**

Overtime is not regularly provided for by the North Andover School Department. However, overtime may be allowed when authorized by the Superintendent of Schools. Compensation for such extra work may be given in the form of compensatory time off under the direction of the Superintendent and the Administration. Compensation may also be in the form of additional wages. Time beyond the normal work week up to thirty-seven and one-half (37½) hours will be paid at straight time. Time beyond thirty-seven and one half (37½) hours in any week will be paid at time and one-half. The administrative assistant may choose either of these two methods of compensation.

## **4. WORK DAY SCHEDULE**

Daily hours will vary in the different schools and offices, and shall be in accordance with the wishes of the Administrator and approval of the Superintendent of Schools.

## **5. SNOW DAYS**

When school is closed for a "snow day", administrative assistants will be expected to report for work unless otherwise directed by the Superintendent of Schools. In so reporting for work, the present practice of allowing a "grace period" until 10:30 a.m. shall continue.

If an individual cannot report by 10:30 a.m. or chooses not to report because of personal circumstances, then one of the following options would be available:

- A. If available, a personal day may be used
- B. A vacation day may be applied to the absence
- C. An unpaid day

If school is closed and administrative assistants are expected to report to work, no administrative assistant will be expected to report to work until the driveways and walkways have been properly cleared and sanded.

If a storm erupts during the workday and progresses in intensity, administrative assistants may be released before traveling becomes hazardous. Said release to be determined by the Superintendent of Schools. Release time authorized by the Superintendent will be paid.

#### **6. FLEXIBLE SUMMER SCHEDULES**

The North Andover School Committee supports flexible summer schedules for district administrative assistants within currently defined summer months provided critical functions and periods of operation are adequately covered as determined between the school department administrative assistant and the immediate supervisor. All requests and approvals must be made in writing.

### **ARTICLE FOUR** **TRANSFERS AND VACANCIES**

#### **1. CRITERIA**

When transfers are necessary, an administrative assistant's length of service in the System shall be considered in determining who shall be so transferred.

#### **2. INVOLUNTARY TRANSFERS**

An involuntary transfer will be made only after written notification of the transfer, including but not limited to the reasons for the transfer. If the administrative assistant so requests, the administrative assistant shall meet to discuss the transfer with the Superintendent.

#### **3. VACANCY NOTICE – LONG TERM**

- A. Whenever a vacancy in an administrative assistant position occurs during the school year (September – June), it will be adequately publicized by the Superintendent by means of a notice placed on every school office bulletin board, notice to all administrative assistants by e-mail and posted at the Central Office at least ten (10) days prior to the filling of said position. Every vacancy will be posted for a minimum of ten (10) days before the close of applications.
- B. During the months of July and August, written notice of such vacancy will be e-mailed to the President of the Association and to the members of the Association.

#### **4. VACANCY NOTICE – SHORT TERM**

Whenever an unanticipated, short-term vacancy in any administrative assistant position occurs during the school year (September – June) or an

unanticipated or emergency project requires timely completion, the President of the Association will be notified. The President will contact current, part-time employees to determine their availability for, or interest in, such position.

## **5. FILLING OF VACANCY**

- A. In filling all vacancies or positions, consideration will be given by the Superintendent to part-time administrative assistants already employed in the System. The Superintendent will also consider the specific qualifications and timing requirements of the short-term vacancy.
- B. No twelve (12) month administrative assistant will be given a ten (10) month assignment, and no ten (10) month administrative assistant will be given a twelve (12) month assignment except by mutual agreement.
- C. In the filling of vacancies under this Article, the hiring administrator will review the qualifications, skills and performance history of all of the candidates for the position before making a selection. If the hiring administrator determines that two or more candidates are equally qualified under these criteria, then the seniority date of the candidates pursuant to Article Five of this Agreement will be the deciding factor.

## **ARTICLE FIVE** **SENIORITY**

### **1. SENIORITY**

Seniority shall be defined as the length of continuous service as an administrative assistant in the North Andover Public School System. For each administrative assistant, the effective date of seniority shall be the date the administrative assistant was hired into the Unit. Those administrative assistants whose seniority in the Unit was determined prior to July 1, 1991 will retain such seniority.

### **2. LAYOFF**

In the event of a layoff due to a reduction in the work force, experience, seniority, and an examination relative to job skills will be given by the Superintendent's Office as in the past and shall determine order of layoff.

### **3. RECALL**

Administrative assistants laid off pursuant to Section 2 shall have recall rights in the inverse order of layoff to any vacant administrative assistant position for a maximum period of one (1) year.

### **4. SENIORITY LISTS**

The Committee shall prepare, maintain, and if requested, provided the Association by October 31, lists of the Association employees according to their employment dates.

### **5. SENIORITY APPLICATION**

For the purpose of longevity payments, vacation allowance, and salary increments, an individual's seniority date as defined in Section 1 shall be the controlling date in determining eligibility for said benefits, being adjusted to reflect the amount of time the individual was not actively employed in the System. (Example: If a person commenced employment as of Feb. 1, 1977 and took a six-month leave, the revised anniversary date for figuring longevity payments, vacation allowances, and salary increments would be August 1, 1977. The commencement date of employment would still be considered Feb. 1, 1977 as covered in section 1 above.

## **ARTICLE SIX** **REMUNERATION**

### **1. WAGES**

Wages shall be paid in accordance with the attached salary schedules (Appendix A).

### **2. LONGEVITY**

Educational administrative assistants who have been in continuous full-time employment shall be paid in addition to regular salary, increments determined as follows:

#### **Length of Service**

Over 5, but less than 10 years	\$1,300
Over 10, but less than 15 years	\$1,600
Over 15, but less than 20 years	\$1,650
Over 20, but less than 25 years	\$1,725
Over 25 years	\$1,850
Over 30 years	\$2,000

Longevity will be paid in a separate check on the first payday of October each year. An employee becomes eligible for longevity increments on the anniversary date of employment. Only employees hired prior to July 1,



2014 are eligible for the first longevity category (Over 5, but less than 10 years).

### **3. INTERRUPTION OF SERVICE**

If an employee is inducted into or ordered to active military duty, such military duty will not be considered as a break in service within the school system, provided that the employee promptly returns to the school system upon completion of such military duty. If the service of an employee is interrupted for other reasons not resulting from the employee's own action, excluding a reduction in force, total service will be considered as continuous service.

### **4. METHOD OF PAYMENT**

All administrative assistants shall be paid bi-weekly, based upon an hourly/weekly rate of pay. Ten (10) month administrative assistants may elect to have their projected annual salary extended to twenty-six (26) installments.

## **ARTICLE SEVEN** **VACATIONS AND HOLIDAYS**

### **1. HOLIDAYS**

The following will be considered paid holidays when they fall on Monday through Friday:

January	New Year's Day Martin Luther King Day
February	Washington's Birthday
April	Patriot's Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veteran's Day Thanksgiving Day Day after Thanksgiving
December	Christmas Eve (one-half day)* Christmas Day New Year's Eve Day (one-half day)*

\*Christmas Eve (December 24) and New Year's Eve (December 31) – All secretaries will work from 8:00 to noon. Christmas Eve and New Year's Eve shall be observed only if these two holidays fall on scheduled workdays for Association members.

Holidays that occur on weekdays (Monday through Friday) will be recognized on the day they occur. Holidays occurring on Sunday will be recognized on the following Monday. Holidays occurring on Saturday will be recognized the preceding Friday if school is not in session that day. If school is in session on the Friday preceding a Saturday holiday, the day may be taken individually at some other time by mutual agreement with the Superintendent of Schools.

## **2. VACATIONS**

- A. Vacations, with pay, shall be granted to full-time employees according to the following schedule of continuous service.

<b>Years of Service</b>	<b>Monthly Accrual Rate All Employees</b>	<b>12 Month Employees</b>	<b>10 Month Employees</b>
		<b>Annual Accrual</b>	<b>Annual Accrual</b>
Up to 5 years	1.16	14	11.66
5 to 10 years	1.42	17	14.20
10 - 15 years	1.83	22	18.30
15 – 20 years	1.92	23	19.20
Over 20 years	2.00	24	20.00
Over 25 years	2.08	25	20.80
Over 30 years	2.17	26	21.70
Over 35 years	2.25	27	22.50

1. Ten (10) month administrative assistants will accrue vacation time at the same rate as twelve (12) month administrative assistants from September through June, but will not accrue vacation time during the months of July and August.
2. An administrative assistant may accumulate up to two weeks of vacation, which can be carried forward into subsequent years. The administrative assistant shall notify the Principal or Supervisor that such action is planned and obtain approval.
3. Anniversary date of employment shall be used as the eligibility date.

- B. Vacation pay will be made available prior to vacation to those who wish to elect this option. Written application must be made to the Superintendent's office to exercise this option. The following restrictions apply:

- 1) Vacation pay will be issued on a regular payday closest to the start of the vacation.
  - 2) Written application must be received at least ten (10) days prior to this regular pay day.
- C. Vacation periods shall be selected in April of each year. In the event more than one employee selects the same vacation period, the most senior employee shall be given preference.
- D. Vacation requests during the school year must be scheduled and mutually agreed upon, in advance, with the member's immediate supervisor and/or building principal to insure adequate coverage of critical office functions.

## **ARTICLE EIGHT**

### **SICK LEAVE**

#### **1. SICK LEAVE CREDIT AND ACCRUAL**

Full-time administrative assistants shall earn sick leave at the rate of one and one quarter (1¼) days for each full month of service, cumulative to a maximum of 180 days. Ten (10) month administrative assistants shall earn sick leave at the same rate, cumulative to 145 days. The intent is that twelve (12) month employees earn fifteen (15) days per year and ten (10) month administrative assistants earn twelve 12 days per year.

#### **2. ANNUAL NOTICE**

Each administrative assistant may receive annual notice of her accrued sick leave upon request.

#### **3. PHYSICIAN CERTIFICATE**

In the event of repeated intermittent sick leave, a doctor's certificate will be supplied by the administrative assistant when requested by the Superintendent.

#### **4. SICK LEAVE BANK**

- A. One sick leave day per year shall be deducted from each employee's sick leave accumulation to assist any administrative assistant who has a long-term illness or condition that results in the exhaustion of accumulated sick leave. A sick leave day will only be deducted from each employee when the sick leave bank drops below four hundred (400) days.
- B. The maximum number of bank days granted to an individual will not exceed ninety (90) working days per year.

- C. An administrative assistant must be employed for one (1) year before he/she is eligible to apply to the sick bank. To activate this eligibility, the administrative assistant will donate two (2) days to the sick bank after one (1) year of employment.
- D. The sick leave bank will be administered by a sick leave bank committee consisting of three (3) Association members.

Individual petitions will be presented to the President and the Vice President of the Association.

If deemed an appropriate sick bank request as defined in Article 8, the President, Vice President or her designee shall present the individual's request to the Sick Bank Committee.

The petition before the Sick Bank Committee shall include the number of days requested, the reason for such request, and a medical certificate.

The Sick Bank Committee may require pertinent medical data to support the request.

The Sick Bank Committee shall render a decision within five (5) days, which shall be final and not subject to the grievance and arbitration procedure.

## **ARTICLE NINE** **INSURANCE**

Administrative assistants will be granted the same insurance coverage (medical, life, etc.) afforded other Town employees. Matters involving employer provided health insurance are governed by the provisions of the existing Memorandum of Agreement between the Town of North Andover and the Public Employee Committee dated January 1, 2013 to June 30, 2019.

## **ARTICLE TEN** **NO DISCRIMINATION**

Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employees' organizations; to hold office in and/or participate in the management of the Association; to act in the capacity of Association

representative; and to engage in other Association and concerted activities for the purpose of collective bargaining or other mutual aid or protection.

## **ARTICLE ELEVEN** **RETIREMENT**

Any member of the Unit on the maximum salary step at the age of fifty-five (55) years, and who has completed a minimum of twenty (20) years of service in the North Andover Public School System, shall be eligible for a salary adjustment during her final year of service in the amount of \$3,500.00.

This adjustment will be payable in one installment during said final year. To be eligible for said benefit, the Unit member must submit to the Superintendent of Schools, by December 31 of the year prior to the start of the final full year of employment, his/her written notice of intent to retire. In the event that said employee subsequently withdraws his/her notice of intent to retire, the acceptance of such withdrawal shall be conditioned upon the return of any monies paid under this Section.

## **ARTICLE TWELVE** **TEMPORARY LEAVES OF ABSENCE**

### **1. MISCELLANEOUS ABSENCE**

#### **A. EMERGENCY/FAMILY ILLNESS**

Up to six (6) days per year (from accumulated sick leave) can be used for a family illness or emergency with the approval of the Superintendent.

#### **B. PERSONAL**

An absence with pay of two (2) days during any school year may be allowed for personal reasons. One (1) additional day may be used for personal reasons during the period of this Agreement. If the one (1) day is not utilized during any school year, it may be carried over to the next school year. Advanced approval by the immediate supervisor will be required for all such absences. Employees will be allowed to carry over unused Personal Days as of June 30 each year into their accrued Sick Time.

In the event any administrative assistant requests a personal day on a school day immediately before or after any holiday or school vacation period, a reason must be provided in advance to the immediate supervisor. The immediate supervisor will make a decision for each request on an individual basis.

The Association agrees to mutually monitor the use of days for personal reasons with the Administration.

**C. BEREAVEMENT**

Up to five (5) days may be used in the event of death of a spouse, child, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, or any permanent member of the family household. Three (3) days may be used for the death of a brother-in-law or sister-in-law. One day may be used for the death of any other relative or friend.

**D. FAMILY MEDICAL LEAVE ACT**

All employees of the N.A.E.S.A. shall be entitled to all benefits and privileges authorized and mandated by The Family Medical Leave Act of 1993.

**2. MATERNITY LEAVE – GENERAL POLICIES AND RULES**

- A. As early as possible, any administrative assistant who intends to apply for maternity leave will notify the Superintendent and Building Principal.
- B. The administrative assistant may continue to perform her duties for a period of time as agreed upon by the administrative assistant and her physician who shall provide a certificate stating that the administrative assistant is physically capable of performing her job.
- C. Any administrative assistant may apply to the Committee for a maternity leave of absence at the time she notifies the Superintendent of her condition, such leave of absence to take effect at a date agreed upon by the administrative assistant and her physician. The agreed date may be reviewed for desired change when deemed necessary.
- D. If a administrative assistant leaves before January 1<sup>st</sup> of any school year, her leave of absence, without pay, shall extend to the following July 1<sup>st</sup>. If a administrative assistant leaves after January 1<sup>st</sup> of any school year, her absence, without pay, shall extend to the July 1<sup>st</sup> following her confinement or to the next succeeding July 1<sup>st</sup>.
- E. The Committee, at its discretion, may curtail or terminate the maternity leave of absence in order to enable the administrative

assistant to return to duty at a time which would best serve the educational interests of the School System.

- F. Before returning to her duties, a administrative assistant who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her full administrative assistant assignment.
- G. It will be the duty of an administrative assistant to notify the Superintendent at once of any interrupted pregnancy for which a maternity leave of absence has been granted.
- H. The parties to this Agreement agree that all State statutes and decisions of all Federal and State Courts concerning maternity leave will be applicable to this Agreement.

### **3. PERSONAL ILLNESS LEAVE OF ABSENCE**

- A. After five (5) years continuous employment in the North Andover Public School System, a administrative assistant may be granted a leave of absence, without pay and increments, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- B. Any administrative assistant, whose personal illness extends beyond the period compensated, may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
- C. All benefits to which a administrative assistant was entitled at the time her leave of absence commence, including unused accumulated sick leave, may be restored to her upon her return, and she will be assigned to the position she held at the time said leave commenced if available.
- D. All requests for extensions or renewals of leaves will be applied for in writing and all responses will be submitted in writing.

## **ARTICLE THIRTEEN**

### **PROFESSIONAL DEVELOPMENT**

#### **1. AMOUNT OF REIMBURSEMENT**

Upon successful completion of an approved course for professional improvement, a Unit Member will be reimbursed at one half (1/2) the cost of the course(s).

#### **2. APPROVED COURSE DEFINED**

An approved course shall be defined as one that has been approved by the Superintendent in advance of registration.

#### **3. SUCCESSFUL COMPLETION DEFINED**

Successful completion shall be defined as a grade of B- or better, or if ungraded, a certificate of completion must be submitted to the Superintendent.

#### **4. REASONABLE EXPENSE**

The School Committee may pay the reasonable expense for fees, meals, lodging and transportation incurred by administrative assistants who attend workshops, seminars and conferences for the purpose of becoming familiar with new office practices and equipment such as word processors and computers at the request of and/or with the advance approval of the Superintendent.

#### **5. WORKSHOPS/SEMINARS/CONFERENCES**

If a administrative assistant is required per administrative order, to attend a workshop, seminar or conference which occurs during a regular work day, the employee shall be paid her regular full day's pay plus reimbursement as stated in Article Thirteen Section 4. This provision shall not be construed to prohibit voluntary attendance at such workshops, seminar or conference, providing the Superintendent approves such voluntary attendance.

#### **6. PROFESSIONAL DEVELOPMENT**

If the office is covered by an answering machine or another administrative assistant or administrative assistants in the case of a multi- administrative assistant office, Unit members will be able to attend technology professional development offerings if the course/workshop/offering is applicable to the work being performed.



## **ARTICLE FOURTEEN**

### **GENERAL**

#### **1. CONFLICT OF LAW**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, State regulation, or State directive, then such provision, or application shall not be deemed valid and subsisting, and shall be made to comply with such change.

#### **2. ADMINISTRATIVE ASSISTANT LISTS**

The names and addresses and assignments of new administrative assistants may be obtained by the Association from the Superintendent's office. The names of administrative assistants who have left the system will be forwarded within thirty (30) days after leaving to the President of the Association.

#### **3. NON-DISCRIMINATION**

No administrative assistant shall be discriminated against because of race, creed, color, religion, nationality, age, sex, or marital status.

#### **4. NON-REPRISALS**

There will be no reprisals of any kind taken against any administrative assistant by reason of her membership in the Association or participation in its activities.

#### **5. TRANSPORTING OF STUDENTS**

No administrative assistant shall be required to transport students in her car.

#### **6. COMPLIANCE TO AGREEMENT**

The Committee and the Association agree to carry out the commitments contained herein and give them full force and effect as contractual obligations. The Committee will take such action as may be necessary in order to give full force and effect to the provisions of this Agreement.

#### **7. SCHOOL BUILDING USE**

The Association will have the right to use school buildings outside regular school hours if not in use and without cost at reasonable times as determined by the Superintendent of the Superintendent's designee.

#### **8. SUBSTITUTES**

Daily substitutes will be hired from a substitute list by the building administrator or designee for single- administrative assistant schools.

Daily substitutes may be hired for other administrative assistant positions with advanced approval of the Superintendent. The rate of pay will be based on the lowest step of the current N.A.E.A.A.A. Contract.

#### **9. PREPARING AGREEMENT**

The cost of preparing sufficient copies of this Contract for distribution will be shared equally by the Committee and the Association.

#### **10. PROBATIONARY PERIOD**

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School Department uses this period to evaluate employee capabilities, work habits, and overall performance. This period is defined as "the first six months of employment or extensions thereof, as provided for by the Superintendent". Either the employee or the Town may end the employment relationship at will at any time during the probationary period, with or without cause or advance notice.

All new and rehire employees work on a probationary basis for the first one hundred eighty (180) calendar days after their date of hire. Any significant absence will automatically extend a probationary period by the length of the absence. If the Superintendent determines that the designated probationary period does not allow sufficient time to evaluate the employee's performance, the probationary period may be extended for a maximum of ninety (90) calendar days as long as both parties agree.

Upon satisfactory completion of the probationary period, employees enter the "regular" employment classification.

A new employee may not request a transfer to another school or position until he/she has successfully completed the probationary period. However, a waiver may be granted if an agreement is reached between the Association and the Superintendent.

#### **11. UNION BUSINESS**

The Unit Chairperson and officers will be allowed to conduct Union business during the day, with limitations, and with the Superintendents' or designee's approval.

## **ARTICLE FIFTEEN**

### **GRIEVANCE PROCEDURE**

#### **1. DEFINITIONS**

- A. A "grievance" is a claim based upon an event or condition that affects the welfare and/or conditions of employment of an administrative assistant and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
- B. An "aggrieved person" is the person or persons making the claim.
- C. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- D. For this Article only, "days" shall mean calendar days exclusive of Saturdays, Sundays, Federal and State holidays and scheduled vacation periods during the school year.

#### **2. PURPOSE**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time arise affecting the welfare, wages, hours or working conditions of administrative assistants. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure

#### **3. PROCEDURE**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Decisions rendered at all levels of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and the President of the Administrative Assistants' Association.

Decisions rendered at

Level Four will be in accordance with the procedures set forth at that level.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

### **LEVEL I**

An administrative assistant with a grievance shall present the grievance in writing to his/her immediate supervisor, either directly or through the Association's School Representative, with the objective of resolving the matter informally. A written reply will be rendered to the aggrieved person within five (5) days of the meeting.

### **LEVEL II**

- A. If the aggrieved person is not satisfied with the disposition of her grievance at Level I, or if no decision has been rendered within five (5) days after the Level I meeting, she may (within five (5) days) file the grievance in writing with N.A.E.S.A. Grievance Committee.
- B. The Grievance Committee shall (within ten (10) days) meet with the aggrieved person for the purposes of discussion and resolution of the grievance.
- C. The Grievance Committee shall, within five (5) additional days, render a written reply to the aggrieved person and parties in interest.
- D. It shall be the duty of this Committee to represent a grievance to the Superintendent of Schools, if the aggrieved person is not satisfied with the disposition of her grievance.

### **LEVEL III**

- A. If the aggrieved person is not satisfied with the disposition of her Grievance at Level II, or if no decision has been rendered within five (5) days after the Level II meeting, the Grievance Committee shall, (within five (5) days), file the grievance in writing with the Superintendent of Schools.
- B. The Superintendent shall (within ten (10) days) meet with the aggrieved person and/or parties in interest for the purposes of discussion and resolution of the grievance.
- C. The Superintendent shall, within five (5) additional days, render a Written reply to the aggrieved person and parties in interest.

### **LEVEL IV**

- A. If the grievance is not resolved, the Association may, within thirty (30) days after the decision is due at Level III, file a written request for Arbitration with the American Arbitration Association in which case the the Arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

- B. The decision of the arbitrator shall be final and binding on the parties.
- C. The fees and expenses of the arbitrator and American Arbitration Association shall be borne equally by the Association and the School Committee.

**4. RIGHTS OF ADMINISTRATIVE ASSISTANTS TO REPRESENTATION**

- A. No reprisals of any kind will be taken by the Committee or by any member of the Administration against a party in interest, any member of the Association or any participant in the grievance procedure by reason of such participation.
- B. Any party in interest may be represented at all stages of the grievance procedure by a person of her own choosing.
- C. If a grievance affects a group or class of secretaries, the Association may submit such grievance, which will commence at Level II.

**ARTICLE SIXTEEN**  
**DUES DEDUCTION**

**1. DUES DEDUCTION**

Dues for the North Andover Educational Administrative Assistants' Association, the National Education Association, and Massachusetts Teachers' Association, where authorized individually and voluntarily by the administrative assistant, shall be deducted in installments and forwarded to the treasurer of the North Andover Administrative Assistants' Association once per month.

**2. AUTHORIZATION**

Administrative Assistant authorization statements shall be submitted in writing (in duplicate on forms\* provided) to the North Andover Administrative Assistants' Association treasurer, who will transmit in duplicate to the Committee (Superintendent's Office) not later than ten (10) days prior to the close of the school year. The Committee will not be required to honor any deduction authorizations that are delivered to it later than ten (10) days prior to the close of the school year.

**3. CHANGE IN DUES**

The Committee shall be notified in writing at least thirty (30) days prior to the effective date of any change in membership rates, and new authorization statements must be filed by all involved.

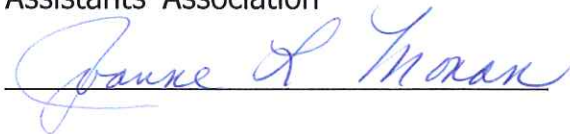
\*Refer to attachment B for authorization statement.

**ARTICLE SEVENTEEN**  
**DURATION**


This Agreement shall become effective as of July 1, 2014, and shall remain in full force and effect through June 30, 2017, and shall continue in force from year to year thereafter unless and until either party gives the other party written notice on or before October 15<sup>th</sup> of the calendar year preceding the year in which this Agreement expires of its desire to terminate or modify same. If said notice is provided, negotiations for a successor Agreement shall commence promptly after October 15<sup>th</sup> of the calendar year preceding the year in which this Agreement expires.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this XX day of XXXX, 2014.

North Andover Educational Administrative  
Assistants' Association

  
\_\_\_\_\_  
\_\_\_\_\_

North Andover School Committee

  
12-15-14  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX A**

### **NORTH ANDOVER EDUCATIONAL ADMINISTRATIVE ASSISTANTS' SALARY SCHEDULE**

**July 1, 2014-June 30, 2017**

**The following salary schedule applies to all employees hired after June 30, 2011.**

#### **Schedule A**

##### 2014-2015 (Effective July 1, 2014)

	<u>52 Week</u>	<u>44 Week</u>
Step 1	\$34,179.96	\$28,923.08 (Years 1 and 2)
Step 2	\$37,290.73	\$31,555.42 (Years 3 and 4)
Step 3	\$40,722.42	\$34,459.31 (Years 5 and 6)
Step 4	\$43,266.17	\$36,611.83 (Years 7 and 8)

##### 2015-2016 (Effective July 1, 2015)

	<u>52 Week</u>	<u>44 Week</u>
Step 1	\$34,949.01	\$29,573.85 (Years 1 and 2)
Step 2	\$38,129.78	\$32,265.42 (Years 3 and 4)
Step 3	\$41,638.67	\$35,234.64 (Years 5 and 6)
Step 4	\$44,239.65	\$37,435.59 (Years 7 and 8)

##### 2016-2017 (Effective July 1, 2016)

	<u>52 Week</u>	<u>44 Week</u>
Step 1	\$35,647.99	\$30,165.33 (Years 1 and 2)
Step 2	\$38,892.37	\$32,910.72 (Years 3 and 4)
Step 3	\$42,471.44	\$35,939.34 (Years 5 and 6)
Step 4	\$45,124.45	\$38,184.31 (Years 7 and 8)

**The following salary schedule applies to all employees hired before June 30, 2011.**

**Schedule B**

Effective July 1, 2014

	<u>52 Week</u>	<u>44 Week</u>
Step 1	\$40,722.42	\$34,457.43
Step 2	\$43,448.88	\$36,764.43
Step 3	\$46,175.22	\$39,073.47
Step 4	\$47,214.16	\$39,952.62
Step 5	\$48,158.45	\$40,751.68

Any proposed future stipends must be negotiated with the Association before being implemented.



**APPENDIX B**  
**DUES AUTHORIZATION CARD**

Name\_\_\_\_\_ School\_\_\_\_\_

I hereby request and authorize the North Andover School Committee to deduct from my earnings the amounts listed below for regular payment of membership dues as specified. I further understand that such deductions shall be made in twenty four (24) installments (double deductions in May and June for ten (10) month administrative assistants) and forwarded to the North Andover Administrative Assistants' Association Treasurer once per month.

The North Andover School Committee will discontinue such deductions for any current year if I notify the Committee in writing to do so not later than sixty (60) days prior to the close of the school year.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the Committee and all of its officers from any liability therefore.

In the event of my resignation during the year, I hereby authorize the North Andover School Department to deduct the remainder of my North Andover Administrative Assistants' Association dues, which will be made payable to the Treasurer of the North Andover Administrative Assistants' Association.

North Andover Educational Administrative Assistants \$\_\_\_\_\_

Massachusetts Teachers Association \$\_\_\_\_\_

National Education Association \$\_\_\_\_\_

Dated:\_\_\_\_\_ Signature\_\_\_\_\_

(To be made out in duplicate and submitted to the North Andover Administrative Assistants' Association Treasurer, who will transmit both copies to the Committee not later than ten (10) days prior to the close of the school year.)

**APPENDIX C**

**NORTH ANDOVER PUBLIC SCHOOLS**

**NORTH ANDOVER, MA 01845**

**ADMINISTRATIVE ASSISTANT EVALUATION**

AdministrativeAssistant'sName\_\_\_\_\_Date\_\_\_\_\_

Evaluator's Name\_\_\_\_\_School\_\_\_\_\_

**PERFORMANCE RATING SCALE**

- 4 – Exceeds Expectations – outstanding performance
- 3 – Meets Expectations – generally meets standards
- 2 – Does Not meet Expectations – performance is inconsistent and/or inadequate and does not meet standards or supervisor's expectations
- 1 – Unsatisfactory – performance is unacceptable

- A. Administartive Assistant and Clerical Duties \_\_\_\_\_
- B. Record Keeping \_\_\_\_\_
- C. Interpersonal Communication \_\_\_\_\_
- D. School Culture and Team Work \_\_\_\_\_
- E. Personal Characteristics \_\_\_\_\_
- F. Problem Solving/Reasoning Skills \_\_\_\_\_
- G. Communication Skills:
  - Written \_\_\_\_\_
  - Oral \_\_\_\_\_

SUMMARY\_\_\_\_\_

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## **ADMINISTRATIVE ASSISTANT EVALUATION (CONTINUED)**

### **ADMINISTRATIVE ASSISTANT AND CLERICAL SKILLS**

- proficient with computer applications including word processing, data base, spreadsheet, E-mail
- carry out routine office procedures with minimum of direction
- accurately prepare reports and correspondence in a timely and efficient manner
- familiar with office machines...fax, copier, printer
- good organizational skills
- ability to type

### **RECORD KEEPING**

- maintains accurate and neat records which are kept in an orderly and systematic manner
- able to quickly and easily locate materials upon request
- runs an office which is understood by others in the case of absence
- practices confidentiality
- inventories and requisitions office supplies as needed
- accurately records and reports grades and absences
- maintains administrative computer with updated pupil information

### **INTERPERSONAL COMMUNICATION**

- relates positively to parents, teachers, students and other employees and members of the community.
- presents a positive, friendly and helpful image
- handles reception and direction of office/school visitors efficiently
- answers inquiries with poise and professionalism
- able to successfully resolve routine problems with staff, students and visitors skillfully and diplomatically
- able to maintain amicable relations with all
- keeps administrator and other appropriate parties informed in advance of meetings and activities

### **SCHOOL CULTURE AND TEAM WORK**

- demonstrates a commitment to cooperation and team work in dealings with staff
- suggests and tries to improve work methods to increase effectiveness and solve office problems
- accepts and performs new and additional assignments
- is interested in professional and personal growth
- is willing to attend training and professional meetings
- accepts supervision and constructive criticism

- has a dependable attendance record

### **PERSONAL CHARACTERISTICS**

- exhibits dependability
- displays a positive attitude
- demonstrates discretion and tact
- is cooperative and enthusiastic

### **PROBLEM SOLVING**

- able to deal with problems logically
- deals effectively with areas of decision making

### **COMMUNICATION SKILLS**

#### **WRITTEN**

- communicates clearly and concisely
- demonstrates the ability to read and interpret documents
- able to edit, rephrase, correct spelling and language efforts
- able to produce a professionally written document

#### **ORAL**

- possesses the ability to speak effectively and converse accurately with parents, students and staff
- effectively handles telephone message
- relays messages and information in a coherent and timely fashion
- communicates in a professional and pleasant manner
- appropriately handles walk-ins and routes calls to appropriate parties
- encourages open and honest communication between staff and resolves problems and miscommunication in work relationships

**APPENDIX D  
NORTH ANDOVER PUBLIC SCHOOLS**

**NORTH ANDOVER, MA 01845**

**GRIEVANCE FORM**

Name of Grievant (or Association officer if class action) \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_  
Contract Article(s) violated, if any \_\_\_\_\_  
\_\_\_\_\_

**LEVEL ONE**

Supervisor's Name \_\_\_\_\_  
Date Discussed: \_\_\_\_\_  
Administrator's Response (include date) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Level Two**

A. Letter sent to Grievance Chair on; \_\_\_\_\_ attach letter  
B. Date of Grievance Committee Conference \_\_\_\_\_  
C. Grievance Committee Response (include date) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Level Three**

A. Letter sent to Superintendent on: \_\_\_\_\_ (attach letter)  
B. Date of meeting with Superintendent: \_\_\_\_\_  
C. Superintendent's response (include date): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Level Four**

A. Submission to the Association for Arbitration on: \_\_\_\_\_  
B. Specific contractual violations filed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX E**

### **Job Descriptions**

#### **Positions**

- **School Department Accounts Payable Bookkeeper**
- **Athletic Department Administrative Assistant**
- **Early Childhood Center Administrative Assistant**
- **Elementary School Administrative Assistant**
- **Food Services Department Administrative Assistant**
- **Guidance Department Administrative Assistant**
- **High School Administrative Assistant (44 week)**
- **High School Administrative Assistant (52 week)**
- **High School Senior Administrative Assistant**
- **Middle School Administrative Assistant**
- **Middle School Special Education Department Procedural Administrative Assistant**
- **Special Education Department Administrative Assistant**
- **Special Education Department Procedural Administrative Assistant**